

**ORIGINAL**

1 Kelly A. Evans  
 Nevada Bar No. 7691  
 2 SNELL & WILMER LLP  
 3800 Howard Hughes Parkway, Suite 1000  
 3 Las Vegas, NV 89109  
 Telephone (702) 784-5200  
 4 Facsimile (702) 784-5400

5 David H. Kramer (Admitted Pro Hac Vice)  
 William O'Callaghan (Admitted Pro Hac Vice)  
 6 WILSON SONSINI GOODRICH & ROSATI  
 Professional Corporation  
 7 650 Page Mill Road  
 Palo Alto, CA 94304-1050  
 8 Telephone (650) 493-9300  
 Facsimile (650) 493-6811

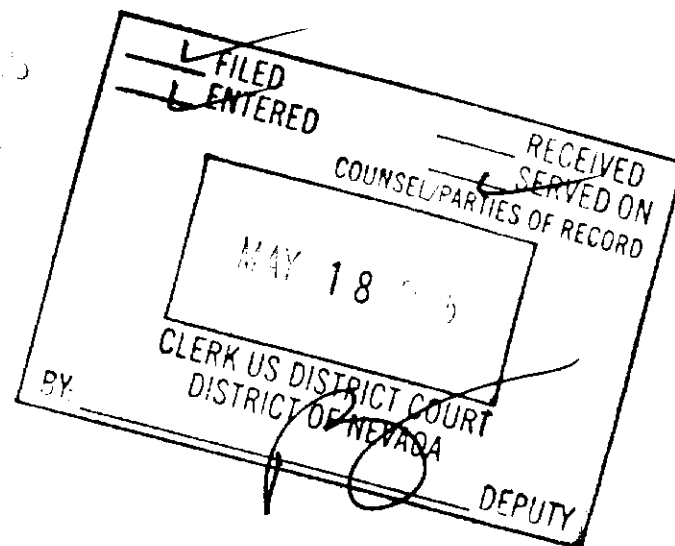
9 Attorneys for Defendant GOOGLE INC.

10 Blake A. Field  
 11 3750 Doris Place  
 Las Vegas, NV 89120  
 12 (702) 436-9798  
 Pro Se Plaintiff

14 UNITED STATES DISTRICT COURT  
 15 DISTRICT OF NEVADA

17 BLAKE A. FIELD,  
 18 Plaintiff,  
 19 vs.  
 20 GOOGLE INC.,  
 21 Defendant.

22 AND RELATED COUNTERCLAIMS  
 23  
 24  
 25  
 26  
 27  
 28



No. CV-S-04-0413-RCJ-LRL

**STIPULATED PROTECTIVE ORDER**

Snell & Wilmer

LAW OFFICES  
 3800 HOWARD HUGHES PARKWAY, SUITE 1000  
 LAS VEGAS, NEVADA 89109  
 (702) 784-5200

1           1.     **PURPOSES AND LIMITATIONS**

2           Disclosure and discovery activity in this action are likely to involve production of  
3     confidential, proprietary, or private information for which special protection from public  
4     disclosure and from use for any purpose other than prosecuting this litigation would be warranted.  
5     Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
6     Protective Order. The parties acknowledge that this Order does not confer blanket protections on  
7     all disclosures or responses to discovery and that the protection it affords extends only to the  
8     limited information or items that are entitled under the applicable legal principles to treatment as  
9     confidential. The parties further acknowledge, as set forth in Section 10, below, that this  
10    Stipulated Protective Order creates no entitlement to file confidential information under seal.

11  
12           2.     **DEFINITIONS**

13           2.1    **Party**: any party to this action, including all of its officers, directors,  
14    employees, consultants, retained experts, and outside counsel (and their support staff).

15           2.2    **Disclosure or Discovery Material**: all items or information, regardless of  
16    the medium or manner generated, stored, or maintained (including, among other things,  
17    testimony, transcripts, or tangible things) that are produced or generated in disclosures or  
18    responses to discovery in this matter.

19           2.3    **"Confidential" Information or Items**: information (regardless of how  
20    generated, stored or maintained) or tangible things that qualify for protection under standards  
21    developed under F.R.Civ.P. 26(c).

22           2.4    **"Highly Confidential – Attorneys' Eyes Only" Information or Items**:  
23    sensitive "Confidential Information or Items" whose disclosure to another Party or nonparty  
24    would create a substantial risk of serious injury that could not be avoided by less restrictive  
25    means.

26           2.5    **Receiving Party**: a Party that receives Disclosure or Discovery Material  
   from a Producing Party.

          2.6    **Producing Party**: a Party or non-party that produces Disclosure or

1 Discovery Material in this action.

2 2.7 Designating Party: a Party or non-party that designates information or  
3 items that it produces in disclosures or in responses to discovery as "Confidential" or "Highly  
4 Confidential — Attorneys' Eyes Only."

5 2.8 Protected Material: any Disclosure or Discovery Material that is  
6 designated as "Confidential" or "Highly Confidential — Attorneys' Eyes Only."

7 2.9 Outside Counsel: attorneys who are not employees of a Party but who are  
8 retained to represent or advise a Party in this action. A *pro se* party will be treated as Outside  
9 Counsel for purposes of Section 7, below (ACCESS TO AND USE OF PROTECTED  
10 MATERIAL).

11 2.10 House Counsel: one attorney employed and designated by a Party, and  
12 disclosed to the other Party, provided that such person is actively involved in preparation for the  
13 trial and/or appeal of this action.

14 2.11 Counsel (without qualifier): Outside Counsel (as well as their support  
15 staffs) and House Counsel.

16 2.12 Expert: a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
18 witness or as a consultant in this action and who is not a past or a current employee of a Party or  
19 of a competitor of a Party's and who, at the time of retention, is not anticipated to become an  
20 employee of a Party or a competitor of a Party's. This definition includes a professional jury or  
21 trial consultant retained in connection with this litigation.

22 2.13 Professional Vendors: persons or entities that provide litigation support  
23 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;  
24 organizing, storing, retrieving data in any form or medium; etc.) and their employees and  
25 subcontractors.

26  
3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material

1 (as defined above), but also any information copied or extracted therefrom, as well as all copies,  
2 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by  
3 parties or counsel to or in court or in other settings that might reveal Protected Material.

4  
5 4. DURATION

6 Even after the termination of this litigation, the confidentiality obligations imposed by this  
7 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
8 otherwise directs.

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for Protection.

11 Each Party or non-party that designates information or items for protection under this Order must  
12 take care to limit any such designation to specific material that qualifies under the appropriate  
13 standards. A Designating Party must take care to designate for protection only those parts of  
14 material, documents, items, or oral or written communications that qualify – so that other portions  
15 of the material, documents, items, or communications for which protection is not warranted are  
16 not swept unjustifiably within the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
18 are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to  
19 unnecessarily encumber or retard the case development process, or to impose unnecessary  
20 expenses and burdens on other parties), expose the Designating Party to sanctions.

21 If it comes to a Party's or a non-party's attention that information or items that it  
22 designated for protection do not qualify for protection at all, or do not qualify for the level of  
23 protection initially asserted, that Party or non-party must promptly notify all other parties that it is  
24 withdrawing the mistaken designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
26 Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,  
material that qualifies for protection under this Order must be clearly so designated before the  
material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (apart from transcripts of  
3 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend  
4 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" on each  
5 page that contains protected material. If only a portion or portions of the material on a page  
6 qualifies for protection, the Producing Party also must clearly identify the protected portion(s)  
7 (e.g., by making appropriate markings in the margins) and must specify, for each portion, the  
8 level of protection being asserted (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
9 ATTORNEYS' EYES ONLY").

10 A Party or non-party that makes original documents or materials available  
11 for inspection need not designate them for protection until after the inspecting Party has indicated  
12 which material it would like copied and produced. During the inspection and before the  
13 designation, all of the material made available for inspection shall be deemed "HIGHLY  
14 CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified the  
15 documents it wants copied and produced, the Producing Party must determine which documents,  
16 or portions thereof, qualify for protection under this Order, then, before producing the specified  
17 documents, the Producing Party must affix the appropriate legend ("CONFIDENTIAL" or  
18 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY") at the top of each page that  
19 contains Protected Material. If only a portion or portions of the material on a page qualifies for  
20 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
21 appropriate markings in the margins) and must specify, for each portion, the level of protection  
22 being asserted (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
23 EYES ONLY").

24 (b) for testimony given in deposition or in other pretrial or trial  
25 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the  
26 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,  
and further specify any portions of the testimony that qualify as "HIGHLY CONFIDENTIAL –  
ATTORNEYS' EYES ONLY." When it is impractical to identify separately each portion of

1 testimony that is entitled to protection, and when it appears that substantial portions of the  
2 testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the  
3 testimony may invoke on the record (before the deposition or proceeding is concluded) a right to  
4 have up to 20 days to identify the specific portions of the testimony as to which protection is  
5 sought and to specify the level of protection being asserted ("CONFIDENTIAL" or "HIGHLY  
6 CONFIDENTIAL - ATTORNEYS' EYES ONLY"). Only those portions of the testimony that  
7 are appropriately designated for protection within the 20 days shall be covered by the provisions  
8 of this Stipulated Protective Order.

9 Transcript pages containing Protected Material must be separately bound  
10 by the court reporter, who must affix to the top of each such page the legend "CONFIDENTIAL"  
11 or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY," as instructed by the Party or  
12 nonparty offering or sponsoring the witness or presenting the testimony.

13 (c) for information produced in some form other than documentary, and for  
14 any other tangible items, that the Producing Party or non-party affix in a prominent place on the  
15 exterior of the container or containers in which the information or item is stored the legend  
16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY." If only  
17 portions of the information or item warrant protection, the Producing Party, to the extent  
18 practicable, shall identify the protected portions, specifying whether they qualify as  
19 "Confidential" or "Highly Confidential—Attorneys' Eyes Only."

20 5.3 Inadvertent Failures to Designate. If corrected within ten (10) days from  
21 original disclosure, any inadvertent failure to designate qualified information or items as  
22 "Confidential" or "Highly Confidential—Attorneys' Eyes Only" does not, standing alone, waive  
23 the Designating Party's right to secure protection under this Order for such material. If material  
24 is appropriately designated as "Confidential" or "Highly Confidential—Attorneys' Eyes Only"  
25 after the material was initially produced, the Receiving Party, on timely notification of the  
26 designation, must make reasonable efforts to assure that the material is treated in accordance with  
the provisions of this Order.



1           6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2           6.1     Timing of Challenges. Unless a prompt challenge to a Designating Party's  
3 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary  
4 economic burdens, or a later significant disruption or delay of the litigation, a Party does not  
5 waive its right to challenge a confidentiality designation by electing not to mount a challenge  
6 promptly after the original designation is disclosed.

7           6.2     Meet and Confer. A Party that elects to initiate a challenge to a  
8 Designating Party's confidentiality designation must do so in good faith and must begin the  
9 process by conferring directly (in voice to voice dialogue; other forms of communication are not  
10 sufficient) with counsel for the Designating Party. In conferring, the Challenging Party must  
11 explain the basis for its belief that the confidentiality designation was not proper and must give  
12 the Designating Party an opportunity to review the designated material, to reconsider the  
13 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
14 designation. A Challenging Party may proceed to the next stage of the challenge process only if  
15 it has engaged in this meet and confer process first and allowed the Designating Party 10 days to  
16 change its designation.

17           6.3     Judicial Intervention. A Party that elects to press a challenge to a  
18 confidentiality designation after considering the justification offered by the Designating Party  
19 may file and serve a motion under Civil Local Rule 7-2 or Civil Local Rule 7-5 that identifies the  
20 challenged material and sets forth in detail the basis for the challenge. Each such motion must be  
21 accompanied by a competent declaration that affirms that the movant has complied with the meet  
22 and confer and 10-day cure period requirements imposed in the preceding paragraph and that sets  
23 forth with specificity the justification for the confidentiality designation that was given by the  
24 Designating Party in the meet and confer dialogue.

25           The burden of persuasion in any such challenge proceeding shall be on the  
26 Designating Party. Until the court rules on the challenge, all parties shall continue to afford the  
material in question the level of protection to which it is entitled under the Producing Party's  
designation.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
 3 disclosed or produced by another Party or by a non-party in connection with this case only for  
 4 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
 5 disclosed only to the categories of persons and under the conditions described in this Order.  
 6 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
 7 section 11, below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a  
 9 location and in a secure manner that ensures that access is limited to the persons authorized under  
 10 this Order.

11 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
 12 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
 13 disclose any information or item designated "CONFIDENTIAL" only to the people listed below.  
 14 Notwithstanding the foregoing, all copies of information or items designated as "HIGHLY  
 15 CONFIDENTIAL – ATTORNEYS' EYES ONLY" that are received or made by the receiving  
 16 party shall at all times remain in the custody of Outside Counsel.

17 (a) the Receiving Party's Outside Counsel of record in this action, as well  
 18 as employees of said Counsel to whom it is reasonably necessary to disclose the information for  
 19 this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is  
 20 attached hereto as Exhibit A;

21 (b) the officers, directors, and employees (including House Counsel) of the  
 22 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
 23 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

24 (c) Experts (as defined in this Order) of the Receiving Party to whom  
 25 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
 26 Bound by Protective Order" (Exhibit A);

(d) the Court and its personnel;

(e) court reporters, their staffs, and professional vendors to whom



1 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
2 Bound by Protective Order" (Exhibit A);

3 (f) during their depositions, witnesses in the action to whom disclosure is  
4 reasonably necessary and who have signed the "Agreement to Be Bound by Protective Order"  
5 (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal  
6 Protected Material must be separately bound by the court reporter and may not be disclosed to  
7 anyone except as permitted under this Stipulated Protective Order.

8 (g) the author of the document or the original source of the information.  
9

### 10 7.3 Disclosure of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY"

11 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
12 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY  
13 CONFIDENTIAL - ATTORNEYS' EYES ONLY" only to:

14 (a) the Receiving Party's Outside Counsel of record in this action, as well  
15 as employees of said Counsel to whom it is reasonably necessary to disclose the information for  
16 this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is  
17 attached hereto as Exhibit A;

18 (b) House Counsel of a Receiving Party to whom disclosure is reasonably  
19 necessary for this litigation, and who has signed the "Agreement to Be Bound by Protective  
20 Order" (Exhibit A);

21 (c) Experts (as defined in this Order) (1) to whom disclosure is reasonably  
22 necessary for this litigation, and (2) who have signed the "Agreement to Be Bound by Protective  
23 Order" (Exhibit A) and provided a copy of the signed Exhibit A to counsel for the disclosing  
24 party no less than five days before receiving any "Confidential - Attorneys' Eyes Only"  
25 information or items;

26 (d) the Court and its personnel;

(e) court reporters, their staffs, and professional vendors to whom  
disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be

1 Bound by Protective Order" (Exhibit A); and

2 (f) the author of the document or the original source of the information.

3  
4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
5 OTHER LITIGATION.

6 If a Receiving Party is served with a subpoena or an order issued in other litigation that  
7 would compel disclosure of any information or items designated in this action as  
8 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY" the  
9 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately  
10 and in no event more than three court days after receiving the subpoena or order. Such  
11 notification must include a copy of the subpoena or court order.

12 The Receiving Party also must immediately inform in writing the Party who caused the  
13 subpoena or order to issue in the other litigation that some or all the material covered by the  
14 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must  
15 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that  
16 caused the subpoena or order to issue.

17 The purpose of imposing these duties is to alert the interested parties to the existence of  
18 this Protective Order and to afford the Designating Party in this case an opportunity to try to  
19 protect its confidentiality interests in the court from which the subpoena or order issued. The  
20 Designating Party shall bear the burdens and the expenses of seeking protection in that court of its  
21 confidential material -- and nothing in these provisions should be construed as authorizing or  
22 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

23  
24 9. MATERIAL PRODUCED BY THIRD PARTIES

25 If a Party serves a subpoena on a third party, it will attach a copy of this Protective Order  
26 to the subpoena and request said third party to designate its Discovery Material  
"CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY" in  
accordance with the Protective Order.

1           10.    UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
3   Material to any person or in any circumstance not authorized under this Stipulated Protective  
4   Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
5   unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c)  
6   inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
7   Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to  
8   Be Bound" that is attached hereto as Exhibit A.

9  
10          11.   FILING PROTECTED MATERIAL. Without written permission from the  
11   Designating Party or a court order secured after appropriate notice to all interested persons, a  
12   Party may not file in the public record in this action any Protected Material. A Party that seeks to  
13   file under seal any Protected Material must comply with the Local Rules of the United States  
14   District Court for the District of Nevada.

15  
16          12.   FINAL DISPOSITION. Unless otherwise ordered or agreed in writing by the  
17   Producing Party, within sixty days after the final termination of this action, each Receiving Party  
18   must return all Protected Material to the Producing Party. As used in this subdivision, "all  
19   Protected Material" includes all copies, abstracts, compilations, summaries or any other form of  
20   reproducing or capturing any of the Protected Material. With permission in writing from the  
21   Designating Party, the Receiving Party may destroy some or all of the Protected Material instead  
22   of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party must  
23   submit a written certification to the Producing Party (and, if not the same person or entity, to the  
24   Designating Party) by the sixty day deadline that identifies (by category, where appropriate) all  
25   the Protected Material that was returned or destroyed and that affirms that the Receiving Party has  
26   not retained any copies, abstracts, compilations, summaries or other forms of reproducing or  
  capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
  retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,

1 correspondence or attorney work product, even if such materials contain Protected Material. Any  
 2 such archival copies that contain or constitute Protected Material remain subject to this Protective  
 3 Order as set forth in Section 4 (DURATION), above.  
 4

5 13. MISCELLANEOUS

6 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
 7 person to seek its modification by the Court in the future.

8 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
 9 Protective Order no Party waives any right it otherwise would have to object to disclosing or  
 10 producing any information or item on any ground not addressed in this Stipulated Protective  
 11 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of  
 12 the material covered by this Protective Order.

13 Dated: May 16<sup>th</sup>, 2005

14 SNELL & WILMER LLP.

15 By: 

16 Kelly A. Evans  
 17 Nevada Bar No. 7691  
 18 3800 Howard Hughes Parkway, Suite 1000  
 19 Las Vegas, NV 89109

20 and  
 21 David H. Kramer  
 22 William O'Callaghan  
 23 WILSON SONSINI GOODRICH & ROSATI  
 24 650 Page Mill Road  
 25 Palo Alto, CA 94304-1050

26 Attorneys for GOOGLE INC.

Dated: May 12, 2005

IT IS SO ORDERED

DATED 5.17.05



UNITED STATES MAGISTRATE JUDGE

  
 Blake A. Field  
 3750 Doris Place  
 Las Vegas, NV 89120  
 (702) 436-9798  
 Pro Se Plaintiff

05-12-2005 02:21pm From-ASSOCIATE. REPORTERS

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T-438 P.014/015 F-562

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IT IS SO ORDERED:

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UNITED STATES MAGISTRATE JUDGE

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DATED:

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Snell & Wilmer  
LLP  
LAW OFFICES

05-12-2005 02:21pm From-ASSOCIATE...PORTERS

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T-439 P.015/015 F-562

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 [print or type full address], declare under penalty of perjury that I have read in its entirety and  
 understand the Stipulated Protective Order that was issued by the United States District Court for  
 the District of Nevada on \_\_\_\_\_ in the case of Blake A. Field v. Google Inc.,  
 Case No. CV-S-04-0413-RCJ-LRL. I agree to comply with and to be bound by all the terms of  
 this Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
 not disclose in any manner any information or item that is subject to this Stipulated Protective  
 Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
 District of Nevada for the purpose of enforcing the terms of this Stipulated Protective Order, even  
 if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and telephone  
 number] as my Nevada agent for service of process in connection with this action or any  
 proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
 [printed name]

Signature: \_\_\_\_\_  
 [signature]

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